

STATE OF INDIANA
LAKE COUNTY
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**DECLARATION OF RESTRICTIONS FOR
COUNTRY COMMONS PLANNED BUSINESS CENTER
LOT POZ-4, ONLY
LAKE COUNTY, INDIANA**

THIS DECLARATION is made by LAKE COUNTY TRUST COMPANY, as Trustee of Trust #4800 (hereinafter referred to as the "Developer").

WITNESSETH;

WHEREAS, Developer owns the real property described in Clause I of this Declaration and is desirous of subjecting said real property to the conditions, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are declared to be equitable servitudes binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall inure to the benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Developer hereby declares that the real property described in and referred to in Paragraph 1 of Clause I hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to these Covenants.

CLAUSE I.

PROPERTY SUBJECT TO AND BENEFITTING FROM THIS DECLARATION

THE PROPERTY. The real property which is the property benefitted is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants, and is known as **LOT POZ-4 AS RECORDED IN SURVEY BOOK 06, PAGE 92, FEBRUARY 15, 2000, SAID PARCEL ALSO BEING A PART OF PARCEL "A" OF THE COUNTRY COMMONS PLANNED BUSINESS CENTER ZONING PLAN, AS PER PLAT THEREOF, RECORDED AS DOCUMENT NO. 96055244 IN PLAT BOOK 81, PAGE 25, AND CORRECTED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 86, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, LOT POZ-4 ONLY, (herein known as "THE SUBDIVISION").**

RETURN TO: COUNTRY MEADOWS DEV. COOP.
P.O. BOX 737
CROWN POINT, IN 46308

25.00
28
CASH

CLAUSE II.
GENERAL PURPOSES OF THIS DECLARATION

This property is subject to the Covenants to promote proper use and appropriate development and improvement of THE SUBDIVISION and every part thereof; to protect each and every owner of any part of THE SUBDIVISION against such use as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to promote adequate and reasonable development of THE SUBDIVISION and the use and enjoyment of the property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; and in general to provide adequately for a type and quality of improvement in THE SUBDIVISION consistent with these Covenants. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all of the lots in said THE SUBDIVISION, their respective legal representatives, heirs, successors, grantees, and assigns.

CLAUSE III.
GENERAL RESTRICTIONS

1. **LAND USE.** Each lot shall be used, exclusively, as a site for a single building for professional office use as permitted under the Professional Office Zone per the Lake County Zoning ordinance (ZONING ORDINANCE Unincorporated Lake County, Indiana Ordinance No. II Adopted April 15, 1957 AMENDED THROUGH NOVEMBER 15, 1994, page 55 section 7.5 Professional Office Zone excerpt attached) and other such uses as may be allowed with the express written permission of the Developer. Prior to the time that legal title to a lot is first transferred from the Developer to an owner, the Developer shall be permitted to re-subdivide or re-plat said lot and, in addition, the Developer shall be entitled to dedicate additional roadways over and across said lot(s). Once the Developer transfers legal title from himself to a lot owner, no further re-subdivision, nor any change in zoning classification, shall be permitted without the express written permission of the Developer. Said lot is also subject to previously recorded "DECLARATION OF RESTRICTIONS...", DOCUMENT #96079043, RECORDED DECEMBER 3, 1996.

2. **BUILDING SIZE.** The building shall conform to the Lake County Planning and Zoning ordinances in all respects and a minimum square footage requirement of 2,000 square feet.

3. **ARCHITECTURAL CONTROLS.** The building style shall resemble a single family dwelling. Architectural controls shall be in effect to govern the site plan, design, and style of the building and/or associated structures, final grading of the lot, and quality of materials (see "Check List of Requirements for Construction"). The Architectural Control Committee shall consist of the Developer, or its designated agent(s), or assignees. Seven (7) years after all lots have been built upon, or at such earlier time as the Developer deems appropriate, the architectural control of the property may be vested with and continued by a simple majority of the lot owners granting approval, thereby turning over complete architectural control to the property owners themselves, and Developer shall thereupon be relieved and discharged from all such duties so assigned. The then current Parcel owner shall be solely responsible for any defects in plans, specifications, or other materials submitted to the Architectural Control Committee. None of the other parcel owners, nor any agent(s) thereof, nor the Developer,

shall be responsible in any way for any defects in plans, specifications, or other materials submitted to the Architectural Control Committee, nor for any defects in any work done according thereto.

Approval of all plans shall be required prior to the construction of any structure. Site plans shall be submitted showing the location of property lines, all proposed structures, existing and proposed grades, water services, sewers, landscaping, and fences. Building styles shall be compatible with the existing area and the contour of the land, and all buildings shall use finish quality material on all sides. At least FIFTY PERCENT (50%) of the exterior of the entire building and/or structure shall be masonry. In lieu of traditional face brick, the Architectural Control Committee may, at their discretion, approve the use of faux rubble stone on the structure. No paver bricks, landscaping bricks (or stone work), etc. may be used to count towards the masonry requirement. The minimum allowable roof slope shall be 5' rise in 12' run. Only architectural grade shingles, slate tiles, standing seam metal roofs and other high quality roofing materials, approved by the architectural control committee, shall be used on the building. Only site built buildings shall be permitted. No building, nor any structure, shall be moved to any lot in the property. No modular, manufactured, nor mobile building, shall be allowed. No temporary structures shall be allowed.

A written copy of all plans, specifications, check list (Exhibit "A"), and survey (site plan) shall be submitted to the Architectural Control Committee and is subject to its written approval. Approval or disapproval shall be given in writing within 30 days after receiving complete plans, specifications, check list, and survey. Construction may commence once approval is granted, or in the event neither written approval nor disapproval is obtained within thirty (30) days after submission of complete plans, specifications, check list, and survey. Whether approval is granted by the Architectural Control Committee or by default, all improvements shall conform to these covenants. The property owner shall notify the Architectural Control Committee in writing, by mail, return receipt requested, of the issuance of the certificate of occupancy. The Architectural Control Committee may inspect the improvements after this notification to approve for compliance with these restrictive covenants. If no suit to enjoin the construction, or if no other legal action has been commenced prior to ninety (90) days after the property owner properly notifies the Architectural Control Committee of the issuance of the certificate of occupancy, approval will not be required and the related Covenants shall be deemed to have been fully complied with. All construction shall be completed within nine (9) months from the date of issuance of the building permit. The building on said lot shall be built by a licensed and bonded general contractor. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

4. **ADDITIONAL STRUCTURES.** No trailer, garage, barn, storage shed, outbuilding, or any other additional structure shall be used either temporarily or permanently. No trailers, boats, motor vehicles or recreational vehicles are permitted to be stored on any lot for a period of time in excess of two (2) days, unless said personal property is stored in a fully enclosed building. No unattached garage, barn, storage shed, outbuilding, or any other structure (other than the primary building) shall be placed, erected or altered on any lot.

5. **BUILDING LOCATION.** No building or other structure shall be located closer than fifteen (15) feet from a side (north) property line. No building or other structure shall be located closer than TWENTY-FIVE (25) feet from the rear (east) property line of the lot. Other building lines are shown on said survey plat. Site

plan must specifically show the building, building sidelines, front setback line, and rear setback line. Parking lots, driveway and common access roadways shall be permitted within the building lines.

6. **FENCES.** Metal fences and vinyl coated metal fencing and support posts shall not be permitted to be erected on any lot. All fences, if approved by Developer, shall be constructed of such other materials and in a manner which does not detract from the natural quality and aesthetic appearance of the existing geographic areas within the property. Any fences constructed within this development shall be kept in good repair by the owner. All trash containers, bins, and/or "dumpsters" shall be enclosed in a wooden, fenced-in enclosure. Placement of the fenced-in trash enclosure, type of construction and height shall be at the sole discretion of the Developer. Every effort shall be made by the owner to place the trash enclosure in an area where it will be minimally visible from the streets or adjacent properties. Prior to occupancy, the buyer shall construct a five foot (5') high PVC or wood privacy fence along the north property line, from the front building line, east to the east property line.

7. **MAINTENANCE OF LOTS AND IMPROVEMENTS.** The owner of any lot in the Property shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (i) Remove all debris or rubbish.
- (ii) Prevent the existence of any other that reasonably tends to detract from or diminish the aesthetic appearance of the Property.
- (iii) Keep the exterior of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.
- (iv) All vacant Parcels shall be mowed at least one (1) time monthly during the months of May, June, July, August, September, and October, and more often as is necessary to maintain the vegetative cover thereof at a height of nine (9") inches or less. Should, for any reason, a vacant Parcel not be mowed at least once per month, the Developer may mow it or the Developer may contract for the work on behalf of the Parcel owner. If the Developer performs the work, the minimum charge shall be \$100.00 per occurrence, or \$95.00 per hour, whichever is greater. If a contractor performs the work, the actual cost of the contractor's bill, plus 12% for overhead and handling, will be charged to the Parcel owner. In either case, the Developer shall bill the Parcel owner for the work, and if the Parcel owner does not pay the bill within fifteen (15) days, the Developer may file a lien upon the Parcel which will include reasonable attorney fees, plus interest at two percent (2%) per month, without relief from valuation or appraisal laws. All costs of collection, including attorney fees and court costs will be added to the amount owed by the parcel owner.

8. **NUISANCES.** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No waste, trash or garbage of any sort shall be allowed on any lot.

9. **ANIMALS.** No animals shall be boarded or kept in any outdoor kennel. Animals may be kept overnight only when kept indoors, totally enclosed within the primary building.

10. **WEAPONS.** The use of firearms within the property is strictly forbidden. No hunting, target practice, nor any other use of firearms or other weapons is allowed.

11. **CONSTRUCTION OF DRIVEWAYS.** All parking lots, common access roadways, driveways or entrances to any lot in the property from the dedicated streets in the subdivision shall be paved with two inches of black top over a base of ten inches of stone prior to occupancy.

12. **OVERNIGHT PARKING.** No trucks or other similar vehicles having a load rating in excess of three-quarters of a ton shall be permitted to be parked on any of the streets or lots of the property in excess of four (4) hours.

13. **LANDSCAPING.** All lot owners shall submit to the Architectural Control Committee a professionally prepared landscape design plan. All landscaping shown on the initial plans and specifications as approved by the Architectural Control Committee and such other landscaping as is necessary for the integrity of the property shall be completed by the owners within thirty (30) days of occupancy, weather permitting. All landscaping shall be properly maintained in a healthy, disease free condition.

14. **LIGHT FIXTURES AND SIGNS.** Automatic dusk to dawn lighting shall not be permitted. Lighting energized by motion detection devices, timers and manual switches shall be permitted. The majority of all outside lighting shall be turned off within one (1) hour after closing. Luminated business signs are permitted providing they are located along 109th Avenue and the light radiating from such signs is not directly visible to the adjacent residential property owners. All signs, street numbers, markers or other outdoor displays shall be subject to the approval of the Architectural Control Committee. No temporary signs or displays shall be allowed.

15. **NO ACCESS STRIP.** A five (5) foot wide NO-ACCESS-STRIP is hereby created along the east property line of Lot POZ-4. Across which, no improved driveway, parking lot or access road shall be permitted. Said five foot strip shall be maintained as a landscape buffer. No vehicular traffic shall be permitted to cross said strip.

CLAUSE IV.
GENERAL PROVISIONS

1. **SEVERABILITY.** In the event that any part(s) of the Restrictive Covenants is construed or declared unenforceable by a Court of competent jurisdiction, remainder shall so continue in full force and effect as though the unenforceable portion or portions were not included herein.

2. **INITIAL TERMS AND EXTENSIONS.** These Restrictive Covenants shall run with the land and shall be binding on all parties, persons, or entities claiming under them or onto the land for a period of twenty (20) years from the date of recording of this document, after which time said Covenants shall automatically extend for successive periods of ten (10) years, unless a signed agreement by the then current property owner of said lot and by the developer (both parties must agree to modifications), has been recorded, modifying these Covenants in whole or in part.

3. **REMEDIES.** The Developer, owner or owners, present or future, of any land or lot included in said Property shall be entitled to injunctive relief against any violation, or attempted violation, of the provisions hereof, and also damages from the owner violating these covenants for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation. The Developer shall be entitled to recover attorney fees and other costs and expenses incurred in the enforcement of the provisions of this agreement from any owner or owners in violation of the same. The Developer shall not be liable for any lot owner's violation of these covenants.

4. **ASSIGNMENT.** Developer reserves the right to assign all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Developer by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Lake County, Indiana, and Developer shall thereupon be relieved and discharged from all such duties so assigned.

5. **FAILURE TO ENFORCE.** The failure to enforce any of the Covenants herein set forth as to any violation by the Developer, its agent(s) and/or assignee, or any property owner, of any term, condition or covenant contained herein shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or different term, condition or covenant herein. Moreover, no such failure to enforce shall entitle any owner to claim, sue for, or receive any damages or other payment from Developer. In addition, if Developer is named by any owner in any legal action, Developer shall be entitled to recover from said owner reasonable attorney fees in defending said action. Should, for any reason, the Developer be unable or unwilling to enforce these covenants, each lot owner shall be permitted to initiate enforcement action against another owner at their own expense.

6. **WAIVER.** The Developer may waive any of the covenants or any portion thereof. For instance, should the owner desire to use new or innovative building materials, new types of construction, or other items not specifically addressed herein, the Developer (or assignee) may consider those items on a case by case basis. If such waiver is by a document duly executed by said Developer (or assignee), acknowledged and recorded with the Recorder of Deeds of Lake County, Indiana, the same shall permanently waive the benefits of the Covenants, for the benefit of the property and shall be binding upon said various owners and their respective successors and assigns.

7. **MISCELLANEOUS.** The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

The word "Owner" shall be defined for purposes of this Agreement as a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns the fee simple title to a Lot, and any executors, heirs, legatees, successors, and assigns thereof.

See attached page for signatures.

K:\WCMCOVE.POZ4.r1

CHECK LIST OF REQUIREMENTS FOR CONSTRUCTION
(PLEASE FILL IN ALL BLANKS)

OWNER NAME _____

CURRENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

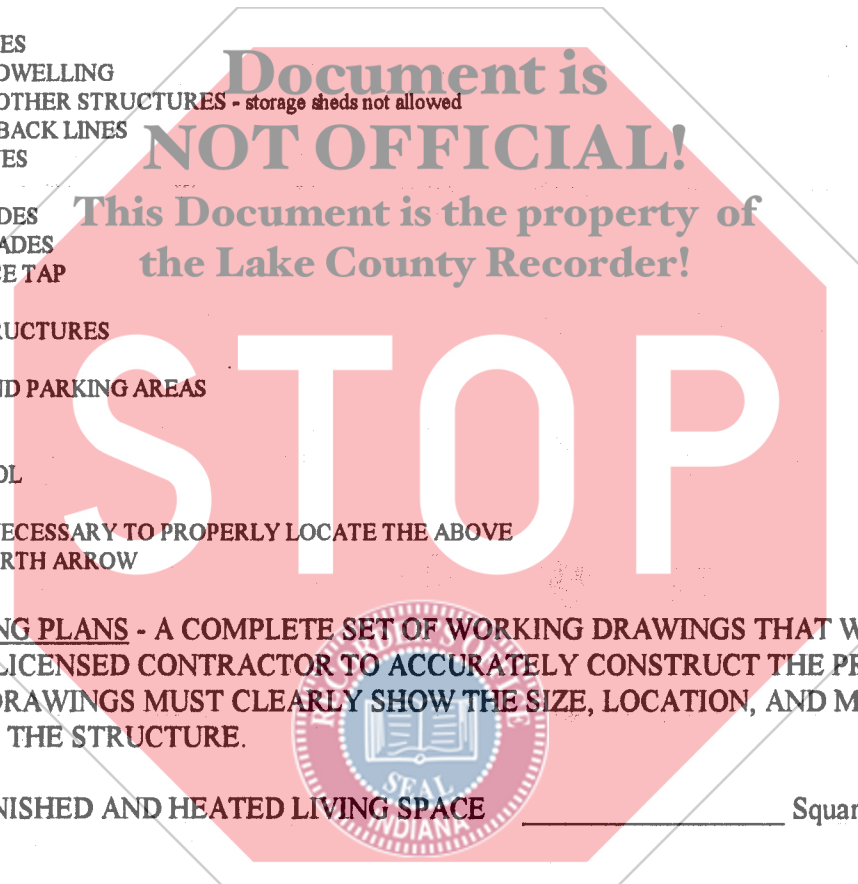
CURRENT TELEPHONE NUMBER (DAY) _____
(EVE.) _____

PROJECT ADDRESS _____

LOT or PARCEL # _____ PROJECT TELEPHONE NUMBER (IF APPLICABLE) _____

1. SURVEY (PREPARED BY A LICENSED SURVEYOR) DRAWN TO SCALE - SHOWING (ALL THAT APPLY):

- A. PROPERTY LINES
- B. LOCATION OF DWELLING
- C. LOCATION OF OTHER STRUCTURES - storage sheds not allowed
- D. BUILDING SETBACK LINES
- E. EASEMENT LINES
- F. UTILITIES
- G. EXISTING GRADES
- H. PROPOSED GRADES
- I. WATER SERVICE TAP
- J. SEWER TAP
- K. DRAINAGE STRUCTURES
- L. LANDSCAPING
- M. DRIVEWAY AND PARKING AREAS
- N. WALKWAY
- O. DECKS
- P. SWIMMING POOL
- Q. FENCES
- R. DIMENSIONS NECESSARY TO PROPERLY LOCATE THE ABOVE
- S. SCALE AND NORTH ARROW



2. DETAILED BUILDING PLANS - A COMPLETE SET OF WORKING DRAWINGS THAT WOULD ALLOW A PROFESSIONAL LICENSED CONTRACTOR TO ACCURATELY CONSTRUCT THE PROPOSED DWELLING. THE DRAWINGS MUST CLEARLY SHOW THE SIZE, LOCATION, AND MATERIAL OF EACH PORTION OF THE STRUCTURE.

3. ABOVE GRADE, FINISHED AND HEATED LIVING SPACE _____ Square Feet (include calculation sheet).

4. PERCENTAGE OF MASONRY _____ % (include calculation sheet)

I do hereby certify, represent, and warrant that I have complied with all the covenants for THE SUBDIVISION, and that my parcel shall be developed as shown on the plans submitted and as shown on this checklist.

(SIGNATURE AND DATE)

No approval for construction shall be considered or granted unless this check list is completed, signed, and properly submitted to the architectural control committee along with the plans and specifications.

D. DESIGN SPECIFICATIONS:

	HS-1 DISTRICT	HS-2 DISTRICT
1. Minimum Lot Area	10,000	1 acre
2. Minimum Frontage	80 feet	100 feet
3. Setbacks and Yards:		
a. Minimum Setback:	In accordance with 2.7 (D).	
b. Side & Rear Yards	10 feet each	50 feet each with a minimum of twenty feet (20') preserved as a buffer strip along all boundaries.
4. Maximum Lot Coverage	25%	25%
5. Maximum Height	35 feet	35 feet
6. Exceptions - In accordance with 9.0 (9.7 and 9.9) of this Ordinance.		
7. Parking and Loading - In accordance with 2.0 (2.7-C and 2.7-D) of this Ordinance.		

7.5 Professional Office Zone

A. Purpose - This district is designed to accommodate those non-residential uses of an Administrative or Professional nature which are necessary to the normal conduct of a community's activities. It is NOT intended to accommodate commercial establishments of retail nature.

B. Permitted Uses

1. Office of a Professional nature, including, but not limited to, Architects, Engineers, Lawyers, Planners, Surveyors, and similar professions.
2. Offices of an Administrative nature, including, but not limited to, Accounting, Clerical, Real Estate, Insurance, etc.
3. Medical and Dental facilities for human care, including laboratories, but excluding facilities for overnight care.
4. Any other use of a similar nature, providing there is no on-site sale of goods, or exchange of such goods.

5. Signs - In accordance with 8.4 (5).
6. Public Parking - In accordance with 9.8.

C. Height

1. Maximum Height - Two (2) stories not to exceed twenty-five (25) feet in height.
2. Exceptions - Exceptions to height regulations are provided for in 9.8.

D. Yards

1. Minimum Setback - In accordance with 2.7 (I).
2. Side Yards - In all instances, there shall be a side yard of not less than four (4) feet for each story of height, but such side yard shall not be less than six (6) feet in width.
3. Rear Yard - In all instances, there shall be a rear yard of not less than twenty (20) percent of the depth of the lot, but such rear yard need not exceed twenty (20) feet.
4. Exceptions - In accordance with 9.9.

E. Maximum Lot Coverage

1. Building coverage shall be limited to twenty-five (25) percent of the total area of the lot. Not more than one building shall be permitted on a lot.
2. Not more than fifty (50) percent of the area of the lot may be covered by drives or parking areas.

7.6 Planned Business Centers (BP Zone)

- A. General Conditions** - A BP District (Planned Business Centers) may be established upon a tract of land in a single ownership, or under united control, provided the preliminary and final development plan for a Planned Business Center has been prepared and submitted in compliance with the regulations and requirements of this Section.

The approximate location of a Planned Business Center shall be designated on the zoning map by a star. One center may be located within 1,400 feet of the center of the star, provided the applicant has met the requirements of this section.

This district shall be further divided into BP-1, BP-2, and BP-3 Districts with requirements as listed below: